

Ex. D

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

ARTHUR JOHNSON

Plaintiff/Counter-Defendant

v.

LILLIAN E. JOHNSON

Defendant/Counter-Plaintiff

Case No.: 24-D-01-002276

JUDGMENT OF ABSOLUTE DIVORCE

The above captioned matter came on for hearing on the 17th day of July, 2002, at which time testimony was heard. In addition, an agreement by and between the parties was placed on the record, the provisions of which are as follows:

1. Arthur Johnson shall convey to Lillian Johnson all of his right, title and interest in and to the property located at 5505 Pilgrim Road, Baltimore, Maryland. Lillian E. Johnson shall be solely responsible to pay the mortgage and all other expenses associated with said property, and she shall hold and save harmless Arthur Johnson from any liability therefore.
2. Arthur Johnson shall pay to Lillian Johnson the sum of \$400.00 per month as alimony effective August 1, 2002 for a period of 12 years accounting from that date.
3. Under the terms of the pendente lite order of this Court dated December 31, 2001, Arthur Johnson is currently in arrears in alimony payments in the sum of \$900.00. Arthur Johnson agrees to pay to Lillian Johnson said sum within fifteen (15) days of the date of this Order.
4. Arthur Johnson shall pay to Lillian Johnson the sum of \$1,200.00 as a marital property settlement within thirty (30) days of the date of this Order.

5. Arthur Johnson shall designate Lillian Johnson as a beneficiary to the extent of \$50,000.00 under the term life insurance policy through his employer for the period of time he is required to pay alimony. If for any reason the policy through his employer is no longer available, Arthur Johnson will replace said policy with equivalent coverage.

6. The parties have agreed to a division of the furniture, furnishings and household items and each shall retain as his/her own sole and separate property, free and clear of any claim of the other, those items in his/her possession.

7. Arthur Johnson has a retirement plan through his employer - Baltimore Gas & Electric Company/Constellation Energy Group. The parties agree that there shall be a Qualifying Court Order through which Lillian Johnson shall receive one-half of the marital property share of those benefits on an "if, as and when" basis. The parties agree that the marital property share will be calculated based on the following formula:

Years and months from date of marriage (August 14, 1976) to July 17, 2002
Years and months of employment during which benefits are accrued

8. Arthur Johnson shall waive any right, title and interest in any pension or retirement plan held by Lillian Johnson.

9. The parties waive and relinquish any and all claims that each may have against the other for counsel fees associated with this proceeding.

12. The parties agree for themselves, their respective heirs, personal representative and assigns to join in or execute any instrument and do any other act or thing necessary or proper to carry into effect any part of the aforementioned.

It is therefore this 23rd day of September, 2002, by the Circuit Court for Baltimore City, Maryland,

ORDERED, that the Defendant/Counter-Plaintiff, Lillian Johnson, is hereby granted a

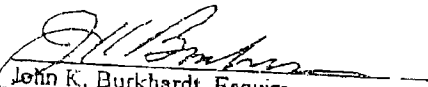
Judgment of Absolute Divorce from the Plaintiff/Counter-Defendant, Arthur Johnson; and, it is further

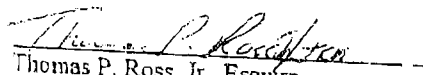
ORDERED, that the Agreement between the parties, the provisions of which are set forth above, be and the same is approved and made a part of and incorporated, but not merged into this Judgment; and, it is further

ORDERED, that this Court retains jurisdiction to enter a qualified domestic relations order as defined in the Retirement Equity Act of 1984, as from time to time amended, which order shall address the retirement benefits of the parties in accordance with the agreement of the parties as set forth above.

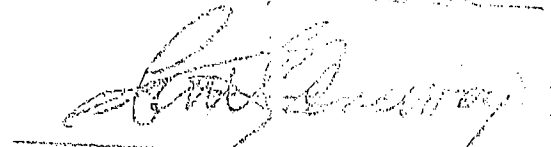
Paul A. Smith
JUDGE

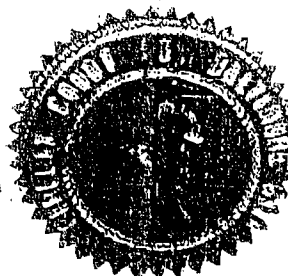
APPROVED AS TO FORM AND CONTENT:


John K. Burkhardt, Esquire
John K. Burkhardt, P.A.
28 Allegheny Avenue, Suite 500
Pawson, Maryland 21204
(410) 825-1900
Attorney for Defendant/Counter-Plaintiff


Thomas P. Ross, Jr., Esquire
532 St. Paul Street
Baltimore, Maryland 21202-2286
(410) 685-1190
Attorney for Plaintiff/Counter-Defendant

I, Frank M. Conaway, Clerk of the Circuit Court for Baltimore City, do hereby certify that this is a true copy from the records in this court. Witness the hand and seal of the undersigned this 25th day of September, 2006.


Circuit Court for Baltimore City, Maryland



PLEASE TAKE NOTICE that I certify pursuant to CPLR 2105 that the attached document has been compared by me to the original and found to be a true and complete copy. I am an attorney duly admitted to practice law in the courts of the State of New York

A handwritten signature in dark ink, appearing to read 'Charles G. Fiore', written over a horizontal line.

Charles G. Fiore Esq

New York, New York
January 5, 2006